

Dhaka, Bangladesh

January 11, 2016

Dear Prospective Offeror/Quoter:

The American Embassy, Dhaka, Bangladesh, has a requirement for a contractor for replacement of burnt metering unit at the Annex Compound, American Embassy, Dhaka. You are invited to submit quotes. The Request for Quotations (RFQ) consists of the following sections:

1. Standard Form SF-18
2. Scope of work
3. FAR & DOSAR Clauses

The Embassy plans to award a purchase order. You are encouraged to make your quote competitive. You are also cautioned against any collusion with other potential offerors in regard to price quotations to be submitted. The RFQ does not commit American Embassy, Dhaka, Bangladesh to make any award. The Embassy may cancel this RFQ or any part of it.

You are requested to be present at Annex Compound, American Embassy, Dhaka at 10:00 hours for site visit on **January 19, 2016**.

To attend the site visit, please forward your request with photo ID to e-mail: DhakaProc@state.gov no later than **January 17, 2016**.

Please read the RFQ carefully, and if you are interested, submit your quotation. Return the completed SF-18 to the address shown in Block 5a of the SF-18 by **1600 hours on January 27, 2016**. Oral quotations will not be accepted.

Sincerely,

David Nickerson  
Contracting Officer

Enclosure: Specifications of items  
FAR & DOSAR Clauses

## Request for Quotations (RFQ)

<b>REQUEST FOR QUOTATIONS</b> (THIS IS NOT AN ORDER)		THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 13
1. REQUEST NO. <b>SBG30016Q0237</b>	2. DATE ISSUED <b>01/11/2016</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>PR4987423</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING		
5A. ISSUED BY <b>Procurement &amp; Contracting Section, Embassy Annex, Baridhara, Dhaka</b>			6. DELIVER BY (Date)				
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY				
NAME <b>Shahana Begum – Contracting Specialist</b> <b>Khan Jahan Ali – Procurement Manager</b>		TELEPHONE NUMBER AREA CODE <b>5566-2128</b>		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8. TO:			9. DESTINATION				
a. NAME		b. COMPANY		c. NAME OF CONSIGNEE			
c. STREET ADDRESS			b. STREET ADDRESS				
d. CITY		e. STATE		f. ZIP CODE		c. CITY	
						d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) <b>01/27/2016</b>		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
x	For replacement of burnt metering unit at the Annex Compound, American Embassy, Dhaka  Please see attached scope of work  Date of commencement: Immediately after issuing a purchase order.  You are requested to be present at Annex Compound (near Notun Bazar bus stand) at 1000 hours on January 19, 2016.						
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %		d. CALENDAR DAYS	
						NUMBER	%
NOTE: Additional provisions and representations [ ] are [ ] are not attached.							
13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION		
a. NAME OF QUOTER							
b. STREET ADDRESS			16. SIGNER				
c. COUNTY			a. NAME (Type or print)			b. TELEPHONE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)			AREA CODE	
						NUMBER	

AUTHORIZED FOR LOCAL REPRODUCTION  
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STANDARD FORM 18 (Rev. 6-95)  
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

# **SPECIFICATION**

## **SECTION 1**

### **GENERAL REQUIREMENTS**

#### **Administrative Provision:**

Contract Method: Construct the work in accordance with the conditions of the Owner/Contractor Agreement.

Work sequence: (a) Sequence of work shall be jointly determined by contractor and U.S. Government. (b) Any or all operations may be carried out simultaneously or in any sequence subject to US Govt. approval.

Coordination: Coordinate work of various trades to assure efficient and orderly sequence of installation of construction elements with provision for accommodating items installed elsewhere.

Field Engineering: Provide field engineering services, establish grades, lines, and levels by use of recognized engineering survey practices. Site bench marks shall be accurately and safely established, maintained and cleared away upon completion of the work. Bench mark shall be related to the nearest permanent bench mark.

#### **Summary of Work:**

Work of this contract is comprised of replacement of the burnt out metering unit at the Annex Compound. The contractor shall be responsible for procuring the meter, replacing the DOF (Drop out fuse) holder and cartridge, testing of the meter from DESCo laboratory and installation of the metering unit. The supply of the termination kits shall also be the contractor's responsibility. The scope of the work is described in the specifications. All materials, labor, tools and equipment shall be provided by the contractor, except otherwise mentioned in SOW and shall also perform operations necessary to complete the work as well as removing existing works on proposed site. All above requirements will be based on prior joint review and concurrence by the Government and the Contractor.

Contractor's other responsibility: Repair, replace items damaged by work of this contract. Dimensions provided on drawings are based on field survey drawings. Before proceeding with work, verify all dimensions and report any discrepancies.

#### **Cutting and Patching:**

Submit written request in advance of cutting or alterations which affects (a) structural integrity of any elements of project, (b) efficiency, maintenance, or safety of any operational element, (c) visual qualities of sight exposed elements (d) work of government or separate contractor.

Execution: Execute cutting, fitting and patching to complete work and to fit the several parts together to integrate with other work, uncover work to install ill-timed work, remove and replace defective and non-conforming work. Inspect existing conditions, including elements subject to damage or movement during cutting and patching. Provide supports to assure structural integrity of surroundings, device and methods to protect other portions of project from damage. Provide protection from elements for areas which may be exposed by work.

#### **Quality Control and Safety Considerations:**

Maintain quality control over supplier, manufacturers, products, services, site conditions and workmanship to produce work of specified quality. Perform work by persons qualified to produce workmanship of specified quality. Assure quality of work by complying with manufacturer's instructions, submitting manufacturer's certificates, erecting complete full scale mockup as required by individual specifications.

Contractor's workers must wear shoes, hand gloves, hardhat provided by the contractor to execute the work of this contract. They must also use adequate stepladders and wear safety belts provided by the contractor while working at high altitude. For all sorts of electrical arc and gas welding contractor must obtained Hot Work Permit signed by the Post Safety Officer before commencing such work. Request for Hot Work Permit must be sent to Post Safety Officer at least 24 hours before scheduling any welding work in the building compound.

#### Construction Facilities and Temporary Controls:

Maintain adequate fire protection. Gasoline and other flammable liquids shall be stored in safety containers and not to be stored inside building. Do not light fires in or about premises. No part of the Chancery compound can be used for temporary accommodation of contractor's laborers or other personnel. The contractor shall provide and maintain all temporary stairs, ladders, ramps, scaffolds, chute as required for the proper execution of the work. Building water and electric supply can be used by the contractor for construction purposes. No materials, rubbish or debris shall be permitted to drop free but shall be removed by use of fully enclosed transport facilities. Keep all access roads and walks clear of debris, materials, construction plant and equipment during building operation. Protect all blanking, landscaping, trees and site improvements in the area of the site work. The contractor shall take all precautions for preventing injuries to persons or damage to property. The contractor shall carry on his work so that present traveled ways are not obstructed and shall take all measures to protect the work at all times against fire, storm, theft, vandalism and other losses. The contractor shall remove temporary materials, equipment, services and construction prior to substantial completion inspection and clean and repair damage caused by installation or use of temporary facilities.

#### Escort/Inspection:

Contractor's workers shall be escorted to the work site and during the days work, and all escorts shall be provided by the COR. All workers, materials, tools, etc., provided for the contracted work by the contractor shall be subject to inspection at check and entry points by Security Office personnel.

The contractor shall submit a written work schedule to the COR, indicating number of days and total number of workers required to complete the work within the contracted period of the work, at least three days before the start of the work. All work timings shall be directed by the COR, depending on the availability of escorts and other unavoidable circumstances.

For work locations requiring MSG and/or other American escorts, all work schedules shall be as directed by the COR.

The total time of work done on the project shall be calculated in hours of actual work done per day and shall be based on 8 hours a day and 5 days a week work schedule, except for holidays, to calculate project completion time.

#### Contract Close out:

When contractor considers work has reached final completion, submit written certificates that contract documents have been reviewed, work has been inspected and the work is complete in accordance with contract documents and ready for owner inspection.

Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substance, polish transparent and glossy surfaces, vacuum soft surfaces. Clean equipment and fixtures to a sanitary condition, clean or replace filters. Clean roofs, gutters, downspouts and drainage system. Clean site; sweep paved areas, rake clean other surfaces. Remove sand, mortar, and debris from surfaces, waste and surplus materials, rubbish, and construction facilities from the project and from the site. Submit all keys of locks installed in the project.

# **REPLACEMENT OF THE ANNEX METERING UNIT**

## **Scope of Work:**

This work is located on the Annex building roof top and includes the following items:

1. Supply & Installation of the 11 kV Metering Unit
2. Testing of the meter at the DESCo laboratory including carrying
3. Supply & Installation of 11 kV DOF (Drop out Fuse) holder/cartridge/fuses & 3 nos of 11 kV Lighting arrestors (USA/Japan/Germany/EU make).
4. Supply and installation of 11 kV terminations (2 nos.)

1. **Supply & Installation of the 11 kV Metering Unit:** The complete metering unit shall be of the following specification and shall be Germany/Switzerland/Japan/USA make. The meter supplied shall have to be acceptable to DESCo.

### **GENERAL TECHNICAL REQUIREMENTS**

**TYPE:** 3Ph, 4Wire 240V (LTCT), 3 Ph, 4 Wire(11KV) CT/PT operated TriVector Energy Meter for Bulk Consumers

**FREQUENCY:** 50 Hz  $\pm$  5%

**ACCURACY CLASS:** Class 0.5S

**VOLTAGE RATING:** Suitable for operation from 240V Ph-N, 240 V LT CT (3P, 4W) 11KV/110V, Ph-Ph, VOLTAGE VARIATION (-) 30% to (+) 20%

**BASIC CURRENT (I<sub>b</sub>) & CURRENT RATING:** I<sub>b</sub>- 5A, Ratio : 60/5 A for LT CT(3P, 4W)

**STARTING CURRENT:** 0.1% of I<sub>b</sub>

The meter should be sealed in such a way that the internal parts of the meter becomes inaccessible and attempts to open the meter shall result in viable damage to the meter cover and metering unit. This is to be achieved by using continuous Ultrasonic welding on the Meter body, fully flushed between case and cover. In case, ultrasonic welding using plate/strip is used the material of plate/strip should be same as that of cover and base and the strip should flush with meter body. The manufacturers logo should be embossed on the strip / plate. The meter cover should be fixed to the meter base (case) with Unidirectional Screws, so that the same cannot be opened by use of screwdrivers. These unidirectional screws should be covered with transparent caps, ultrasonically welded with the meter body and the screw covers should be embedded in the meter body in a groove.

**The total metering unit shall be sealable and the meter shall be acceptable to DESCo.**

**Installation of the Metering Unit:** The installation of the metering unit shall be contractor's responsibility. The shutdown of power and costs associated with the shutdown shall be USG responsibility. All cable terminations required for installation of the meter shall be contractor's responsibility. Termination shall be RayChem Germany or equivalent as per direction of COR.

2. **Testing of the Metering Unit:** The contractor shall be liable for testing of the metering unit and all costs associated with the testing including carrying of the meter to and from the Annex Compound

shall be contractor's liability. The contractor shall supply USG with the testing report at the DESCo Laboratories. Necessary letter for testing of the meter shall be provided by USG.

3. **Supply of DOF Cartridge and holders & 11 kV LA:** Supply & installation of 11 kV EU/Japan/USA made DOF cartridge and holder & 11 kV LA shall be contractor's responsibility.
4. **Cable Terminations:** All cable termination 11 kV must be RayChem/3M or equivalent.

## **REPLACEMENT OF BURNT 11 kV METERING UNIT AT ANNEX**

### **BID SCHEDULE:**

#	DESCRIPTION OF WORK	UNIT	QTY	RATE (TK.)	AMOUNT (TK.)
1	Supply and Installation of 11 kV Metering Unit	Set	1		
2	Testing of the Metering Unit at the DESCo Laboratory including transportation to and from Annex Compound	Ea	1		
3	Supply and Installation of the DOF holder	Set	1		
4	Supply of 3 nos. of 11 kV Lightning Arrestors	Ea	3		

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**Total Cost (including profit and overheads) Tk:**

Amount in words (Taka): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date



## CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
52.213-4	TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JULY 2014)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (MAY 2014)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) <i>Alternate I (DEC 1991)</i>
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)

52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2014)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) <i>Alternate I (SEPT 1996)</i>
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

**652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)**

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

#### 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

#### 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
  - (i) Scaffolding;
  - (ii) Work at heights above two (2) meters;
  - (iii) Trenching or other excavation greater than one (1) meter in depth;
  - (iv) Earth moving equipment;
  - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
  - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be

immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) *Subcontracts.* The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the Contractor shall:

(1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

#### 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

#### 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)